



OFFICE OF
THE CHIEF COUNSEL

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
WASHINGTON, D.C. 20590

AUG 10 1972

6690

Honorable Robert L. Oswald
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDED - 101 & 102

AUG 10 1972

RECEIVED - CHIEF COUNSEL

Dear Mr. Oswald:

Pursuant to Section 20c of the Interstate Commerce Act, there is enclosed for recording with the Commission an original and two executed counterparts of a Collateral Security Agreement dated August 7, 1972, between the Federal Railroad Administrator, of the Department of Transportation, of the United States of America, and the National Railroad Passenger Corporation.

The Agreement gives the Administrator a security interest in the rail passenger equipment, including locomotives, owned by Amtrak as more fully described in Appendix D of the Agreement. The Agreement also conveys to the Administrator, a security interest in all rail passenger equipment acquired by Amtrak subsequent to the date of the Agreement.

The original document may be returned to Mr. John Robinson of this office, Room 5428, 400 Seventh Street, S.W., Washington, D.C. 20590.

Sincerely,

Donald W. Bennett
Chief Counsel-Designate

Enclosures

6690

RECORDATION No. _____

(Filed pursuant to the
Provisions of Section 20c
Interstate Commerce Act)

SECURITY AGREEMENT

NOT RECORDED Filed & Recd.

AUG 14 1972

* * * *

FEDERAL BUREAU OF INVESTIGATION

THIS AGREEMENT, made in Washington, D.C. on August 14, 1972, between NATIONAL RAILROAD PASSENGER CORPORATION ("Amtrak"), having its principal place of business at 955 L'Enfant Plaza North, S.W., Washington, D.C. 20024, and the FEDERAL RAILROAD ADMINISTRATOR ("Administrator") of the Department of Transportation of the United States of America, Washington, D.C., WITNESSETH:

WHEREAS, the Administrator and Amtrak, pursuant to Section 602 of the Rail Passenger Service Act of 1970, have entered into a Guarantee Agreement dated November 16, 1971 ("Guarantee Agreement"), a copy of which is attached hereto as Appendix A, whereby the Administrator has agreed to guarantee payment of principal and interest on notes issued by Amtrak to The First National Bank of Chicago;

WHEREAS, as an inducement for the Administrator entering into the Guarantee Agreement, the Administrator and Amtrak have entered into an Agreement as to Terms and Conditions, dated November 17, 1971, (Agreement as to Terms and Conditions), a copy of which is attached hereto as Appendix B;

WHEREAS, as a further inducement to the Administrator entering into the Guarantee Agreement, the Administrator and Amtrak entered into a Collateral Agreement, dated November 16,

1971 ("Collateral Agreement"), a copy of which is attached hereto as Appendix C, whereby Amtrak agreed to convey to the Administrator a security interest in all rolling stock acquired, or to be acquired by Amtrak;

WHEREAS, pursuant to the Guarantee Agreement, \$80 million in notes issued by Amtrak have been guaranteed by the Administrator, as to payment of principal and interest ("guaranteed notes"); and,

NOW, THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

(1) That Amtrak hereby assigns, transfers and sets over to the Administrator, his successors and assigns, all of its right, title and interest in and to the rolling stock described in Appendix D, hereto, and without further agreement, in all rolling stock hereafter acquired by Amtrak (all hereinafter referred to as "Equipment"), free and clear of liens and encumbrances, except for liens and encumbrances which have attached prior to Amtrak's acquisition of title thereto or in connection with the acquisition of title thereto, TO HAVE AND TO HOLD such equipment unto the Administrator, his successors and assigns to his and their own use forever, but subject nevertheless, to the following terms and provisions.

(2) So long as the terms, provisions and conditions of this Agreement and Guarantee Agreement shall be kept, observed and performed by Amtrak, Amtrak shall have the right at all times to use the Equipment in lawful conduct of its

business, provided however, that, without the prior written consent of the Administrator, Amtrak shall not sell, assign, convey, abandon or otherwise dispose of any Equipment, or transfer the right of possession to any unit of the Equipment.

(3) Amtrak covenants that, so long as any guaranteed notes remain unpaid and outstanding, it will

(a) Notify the Administrator within ten (10) business days after acquisition of title to any Equipment acquired after the date of this Agreement, or after receipt of notice of the loss or destruction of any Equipment, or after receipt of notice of any claim of any third party in the Equipment adverse to that of the Administrator;

(b) Maintain the Equipment in good order and repair, suitable for the purposes of transporting passengers, and maintain and operate said Equipment in compliance with all applicable rules, regulations and orders of all State and Federal agencies having jurisdiction over such equipment;

(c) Except as provided in Section 1 of this Agreement and except as to taxes over which there exists a bona fide dispute between Amtrak and the assessing jurisdiction, pay and keep the Equipment free and clear of any and all taxes, assessments, encumbrances and liens of every kind and description whatsoever;

(d) On or before January 1 in each year, commencing with the year 1973, furnish the Administrator an accurate report, as of the preceding November 1, on the condition and state of repair of each unit of Equipment;

(e) Cause each unit of the Equipment to be kept numbered with its identifying number as set forth in Appendix D hereto, or in the case of Equipment not there listed, such identifying number as shall be set forth in the notice to the Administrator as provided in subsection (a) of this Section.

(f) Indemnify and hold the Administrator harmless from and against all claims for losses, damages and injuries, and expenses in connection therewith, arising out of, or as the result of entering into or the performance of this Agreement, the security interest vested in the Administrator, the use, operation or condition of the Equipment. This covenant of indemnity shall continue in full force and effect notwithstanding the termination of this Agreement.

(4) It is agreed and understood that all additions and all replacements made to any unit of the Equipment shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement.

(5) In case the Administrator is required to and does make a payment or payments in excess of \$500,000 pursuant to Section 2 of the Guarantee Agreement the Administrator, in addition to any other remedies available to him, may, upon fifteen (15) days prior written notice to Amtrak, take or cause to be taken, by its agent or agents, immediate possession of Equipment equivalent in net book value to the amounts paid by the Administrator. In case the Administrator shall demand possession of the Equipment and shall designate a reasonable point or points for the delivery of the Equipment to the Administrator, Amtrak shall, at its own cost and expense, forthwith cause the Equipment to be moved to such point or points, and shall there deliver the Equipment, or cause it to be delivered to the Administrator or his agent. In case the Administrator elects to sell the Equipment, Amtrak shall be given written notice of such proposed sale not less than ten (10) days prior thereto. Any such sale shall be subject to the right of Amtrak to purchase the Equipment at the same or better price offered for the Equipment. If, after applying sums of money realized by the Administrator from the sale of Equipment, there shall remain any amount due the Administrator by Amtrak as a result of payments made by the Administrator pursuant to Section 2 of the Guarantee Agreement, Amtrak shall pay the amount of such deficiency to the Administrator upon demand, and, if Amtrak shall fail to pay such deficiency, the Administrator may bring suit therefor against Amtrak. If, after applying as aforesaid all sums realized by the Administrator, there shall remain a surplus, such surplus shall be paid to Amtrak.

(6) Amtrak further agrees that it will at any time, and from time-to-time hereafter, upon request of the Administrator, make do, execute, deliver and perform all such further acts as shall be reasonably required to effect the intent of this Agreement, and to secure and confirm to the Administrator, his successors and assigns all of the property, security and rights, hereinbefore described, and intended to be assigned as collateral security, so as to render the same whether now owned, or hereafter acquired, subject to the terms and provisions of this Agreement.

(7) When the Administrator's obligations under the Guarantee Agreement are terminated, and when all claims of the Administrator which may arise as a result of the Administrator's obligations under the Guarantee Agreement have been satisfied, absolute right to possession, title to and property in the Equipment shall pass to and vest in Amtrak without further transfer or action on the part of the Administrator. However, the Administrator, if so requested by Amtrak, will execute and deliver at the same place, for filing or recording in all necessary public offices such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the title of Amtrak to the Equipment.

IN WITNESS WHEREOF, the parties hereto have executed
or caused this instrument to be executed all as of the date
first above written.

NATIONAL RAILROAD PASSENGER
CORPORATION

BY: _____

Legal
Assistant

FEDERAL RAILROAD ADMINISTRATOR

BY: _____

John W. Dignall

City of Washington)
) ss:
District of Columbia)

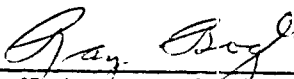
On this 7 day of August, 1972, before me personally appeared Roger Lewis, to me personally known, who being by me duly sworn, says that he is the President of National Railroad Passenger Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was validly signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ray Boyle
Notary Public

My Commission expires: _____ My Commission Expires April 30, 1977

City of Washington)
) ss:
District of Columbia)

On this 7 day of August, 1972, before me personally appeared John W. Ingram, to me personally known, who being by me duly sworn, says that he is the Administrator of the Federal Railroad Administration, that the seal affixed to the foregoing instrument is the official seal of said Administration, that said instrument was validly signed and sealed on behalf of said Administration, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Administration.




Notary Public

My Commission expires: _____

My Commission Expires April 30, 1977

City of Washington)
) ss:
District of Columbia)

On this 7 day of August, 1972, before me personally appeared Roger Lewis, to me personally known, who being by me duly sworn, says that he is the President of National Railroad Passenger Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was validly signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was a free act and deed of said corporation.




Notary Public

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) ss:
District of Columbia)

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Notary Public

My Commission expires: _____

My Commission Expires April 30, 1977

SECURITY AGREEMENT

RECORDATION NO. _____ Filed & Recorded.

AUG 16 1972 1. 20 PM

FEDERAL COMMERCE COMMISSION

* * * *

THIS AGREEMENT, made in Washington, D.C. on August 7, 1972, between NATIONAL RAILROAD PASSENGER CORPORATION ("Amtrak"), having its principal place of business at 955 L'Enfant Plaza North, S.W., Washington, D.C. 20024, and the FEDERAL RAILROAD ADMINISTRATOR ("Administrator") of the Department of Transportation of the United States of America, Washington, D.C., WITNESSETH:

WHEREAS, the Administrator and Amtrak, pursuant to Section 602 of the Rail Passenger Service Act of 1970, have entered into a Guarantee Agreement dated November 16, 1971 ("Guarantee Agreement"), a copy of which is attached hereto as Appendix A, whereby the Administrator has agreed to guarantee payment of principal and interest on notes issued by Amtrak to The First National Bank of Chicago;

WHEREAS, as an inducement for the Administrator entering into the Guarantee Agreement, the Administrator and Amtrak have entered into an Agreement as to Terms and Conditions, dated November 17, 1971, (Agreement as to Terms and Conditions), a copy of which is attached hereto as Appenidx B;

WHEREAS, as a further inducement to the Administrator entering into the Guarantee Agreement, the Administrator and Amtrak entered into a Collateral Agreement, dated November 16,

1971 ("Collateral Agreement"), a copy of which is attached hereto as Appendix C, whereby Amtrak agreed to convey to the Administrator a security interest in all rolling stock acquired, or to be acquired by Amtrak;

WHEREAS, pursuant to the Guarantee Agreement, \$80 million in notes issued by Amtrak have been guaranteed by the Administrator, as to payment of principal and interest ("guaranteed notes"); and,

NOW, THEREFORE, IT IS MUTUALLY AGREED, AS FOLLOWS:

(1) That Amtrak hereby assigns, transfers and sets over to the Administrator, his successors and assigns, all of its right, title and interest in and to the rolling stock described in Appendix D, hereto, and without further agreement, in all rolling stock hereafter acquired by Amtrak (all hereinafter referred to as "Equipment"), free and clear of liens and encumbrances, except for liens and encumbrances which have attached prior to Amtrak's acquisition of title thereto or in connection with the acquisition of title thereto, TO HAVE AND TO HOLD such equipment unto the Administrator, his successors and assigns to his and their own use forever, but subject nevertheless, to the following terms and provisions.

(2) So long as the terms, provisions and conditions of this Agreement and Guarantee Agreement shall be kept, observed and performed by Amtrak, Amtrak shall have the right at all times to use the Equipment in lawful conduct of its

business, provided however, that, without the prior written consent of the Administrator, Amtrak shall not sell, assign, convey, abandon or otherwise dispose of any Equipment, or transfer the right of possession to any unit of the Equipment.

(3) Amtrak covenants that, so long as any guaranteed notes remain unpaid and outstanding, it will

(a) Notify the Administrator within ten (10) business days after acquisition of title to any Equipment acquired after the date of this Agreement, or after receipt of notice of the loss or destruction of any Equipment, or after receipt of notice of any claim of any third party in the Equipment adverse to that of the Administrator;

(b) Maintain the Equipment in good order and repair, suitable for the purposes of transporting passengers, and maintain and operate said Equipment in compliance with all applicable rules, regulations and orders of all State and Federal agencies having jurisdiction over such equipment;

(c) Except as provided in Section 1 of this Agreement and except as to taxes over which there exists a bona fide dispute between Amtrak and the assessing jurisdiction, pay and keep the Equipment free and clear of any and all taxes, assessments, encumbrances and liens of every kind and description whatsoever;

(d) On or before January 1 in each year, commencing with the year 1973, furnish the Administrator an accurate report, as of the preceding November 1, on the condition and state of repair of each unit of Equipment;

(e) Cause each unit of the Equipment to be kept numbered with its identifying number as set forth in Appendix D hereto, or in the case of Equipment not there listed, such identifying number as shall be set forth in the notice to the Administrator as provided in subsection (a) of this Section.

(f) Indemnify and hold the Administrator harmless from and against all claims for losses, damages and injuries, and expenses in connection therewith, arising out of, or as the result of entering into or the performance of this Agreement, the security interest vested in the Administrator, the use, operation or condition of the Equipment. This covenant of indemnity shall continue in full force and effect notwithstanding the termination of this Agreement.

(4) It is agreed and understood that all additions and all replacements made to any unit of the Equipment shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement.

(5) In case the Administrator is required to and does make a payment or payments in excess of \$500,000 pursuant to Section 2 of the Guarantee Agreement the Administrator, in addition to any other remedies available to him, may, upon fifteen (15) days prior written notice to Amtrak, take or cause to be taken, by its agent or agents, immediate possession of Equipment equivalent in net book value to the amounts paid by the Administrator. In case the Administrator shall demand possession of the Equipment and shall designate a reasonable point or points for the delivery of the Equipment to the Administrator, Amtrak shall, at its own cost and expense, forthwith cause the Equipment to be moved to such point or points, and shall there deliver the Equipment, or cause it to be delivered to the Administrator or his agent. In case the Administrator elects to sell the Equipment, Amtrak shall be given written notice of such proposed sale not less than ten (10) days prior thereto. Any such sale shall be subject to the right of Amtrak to purchase the Equipment at the same or better price offered for the Equipment. If, after applying sums of money realized by the Administrator from the sale of Equipment, there shall remain any amount due the Administrator by Amtrak as a result of payments made by the Administrator pursuant to Section 2 of the Guarantee Agreement, Amtrak shall pay the amount of such deficiency to the Administrator upon demand, and, if Amtrak shall fail to pay such deficiency, the Administrator may bring suit therefor against Amtrak. If, after applying as aforesaid all sums realized by the Administrator, there shall remain a surplus, such surplus shall be paid to Amtrak.

(6) Amtrak further agrees that it will at any time, and from time-to-time hereafter, upon request of the Administrator, make do, execute, deliver and perform all such further acts as shall be reasonably required to effect the intent of this Agreement, and to secure and confirm to the Administrator, his successors and assigns all of the property, security and rights, hereinbefore described, and intended to be assigned as collateral security, so as to render the same whether now owned, or hereafter acquired, subject to the terms and provisions of this Agreement.

(7) When the Administrator's obligations under the Guarantee Agreement are terminated, and when all claims of the Administrator which may arise as a result of the Administrator's obligations under the Guarantee Agreement have been satisfied, absolute right to possession of, title to and property in the Equipment shall pass to and vest in Amtrak without further transfer or action on the part of the Administrator. However, the Administrator, if so requested by Amtrak, will execute and deliver at the same place, for filing or recording in all necessary public offices such instrument or instruments in writing as may be necessary or appropriate in order to make clear upon the public records the title of Amtrak to the Equipment.

IN WITNESS WHEREOF, the parties hereto have executed
or caused this instrument to be executed all as of the date
first above written.

NATIONAL RAILROAD PASSENGER
CORPORATION

BY:

Joseph E. Cannon
President

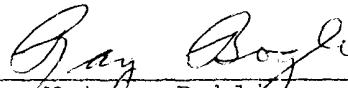
FEDERAL RAILROAD ADMINISTRATOR

BY:

John C. Ingram

City of Washington)
) ss:
District of Columbia)

On this _____ day of August, 1972, before me personally appeared Roger Lewis, to me personally known, who being by me duly sworn, says that he is the President of National Railroad Passenger Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was validly signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission expires: _____ My Commission Expires April 30, 1977.

City of Washington)
) ss:
District of Columbia)

On this 7 day of August, 1972, before me personally appeared John W. Ingram, to me personally known, who being by me duly sworn, says that he is the Administrator of the Federal Railroad Administration, that the seal affixed to the foregoing instrument is the official seal of said Administration, that said instrument was validly signed and sealed on behalf of said Administration, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Administration.



Notary Public

My Commission expires: _____

My Commission Expires April 30, 1977

RECORDATION NO. _____ Filed & Recorded

NOV 16 1972 1:30 PM

GUARANTY AGREEMENT

FEDERAL COMMERCE COMMISSION

GUARANTY AGREEMENT, dated November 16, 1971, among the FEDERAL RAILROAD ADMINISTRATOR of the DEPARTMENT OF TRANSPORTATION of the UNITED STATES OF AMERICA, as Guarantor, (the "Administrator"), pursuant to Section 602 of the Rail Passenger Service Act of 1970 (the "Act"), NATIONAL RAILROAD PASSENGER CORPORATION ("Amtrak"), a corporation established under the Act and the laws of the District of Columbia, and THE FIRST NATIONAL BANK OF CHICAGO (the "Bank").

W I T N E S S E T H :

WHEREAS, in order to assist in carrying out its responsibility to provide intercity rail passenger service in accordance with the provisions of the Act, Amtrak has entered into a Credit Agreement (the "Credit Agreement"), dated November 16, 1971, with the Bank, pursuant to which the Bank will loan to Amtrak amounts requested by Amtrak not exceeding \$100,000,000 in aggregate principal amount at any one time outstanding (the "Loans"), to be evidenced by Amtrak's Guaranteed Notes due on or before December 31, 1973, substantially in the form of Exhibit A to the Credit

Agreement (the "Notes"), subject to the unconditional guarantee by the Administrator of the payment of principal of and interest on the Notes;

WHEREAS, the Secretary of Transportation of the United States of America (the "Secretary") has duly designated the Administrator as his delegate, under Section 102(2) of the Act, as of December 22, 1970 (35 F.R. 20002, Dec. 31, 1970), to carry out certain functions vested in the Secretary by the Act, and the Administrator is thereby duly authorized to make this guarantee pursuant to Section 602 of the Act; and

WHEREAS, the Administrator and Amtrak have entered into a Collateral Agreement, dated November 16, 1971, concerning collateral for the Administrator's guarantee hereunder;

NOW, THEREFORE, the parties hereby agree as follows:

1. Guarantee of Notes. (a) The Administrator hereby guarantees the prompt payment of the principal of and interest on the Notes when and as the same shall become due and payable (whether at maturity, by acceleration or pursuant to the final sentence of section 6 of the Credit Agreement, or otherwise) in accordance with the terms of the Notes and the Credit Agreement.

(b) The Administrator will endorse this guarantee on the Notes by executing the form of guarantee set forth therein by manual or facsimile signature, either of which shall be conclusive evidence that any Note so endorsed shall be entitled to the benefits of this Agreement; provided, however, that

before endorsing any guarantee on any Note as herein provided, the Administrator shall first have received from Amtrak a statement of its President or other appropriate officer describing the uses to which the proceeds of such Note will be put by Amtrak.

(c) Any guarantee issued hereunder is an absolute and unconditional guarantee of payment of the Notes, is in no way conditioned or contingent upon any attempt to collect from Amtrak or upon any other condition or contingency, and shall remain in full force and effect without regard to, and shall not be affected or impaired by, any condition, contingency or occurrence, including, without limitation, (i) any amendment or modification of or addition or supplement to the Notes or the Credit Agreement, provided that any amendment or modification of or addition or supplement to the Notes or Credit Agreement which has the effect of enlarging the obligations of the Administrator, as Guarantor, shall be approved in writing by the Administrator; (ii) any extension, indulgence, waiver or other action or inaction with respect to the Notes or the Credit Agreement; (iii) any default by Amtrak under, or any invalidity or unenforceability of, or any irregularity or other defect in, the Notes, the Credit Agreement or the use by Amtrak of the proceeds of the Loans, either under the Act or otherwise; (iv) any exercise or non-exercise of any right, remedy, power or privilege under this Agreement, the

Notes or the Credit Agreement; (v) any bankruptcy, insolvency, reorganization or similar proceeding involving or affecting Amtrak; or (vi) any amendment to or repeal of the Act. This guarantee may not be terminated, cancelled or otherwise revoked, shall be conclusive evidence of its compliance with the provisions of the Act and of the legality of the principal amount, interest rate and all other terms of the Notes and the Credit Agreement and shall be valid and incontestable in the hands of a holder of any of the Notes, except for fraud or material misrepresentation on the part of the holder.

2. Payments by the Administrator. In the event that Amtrak shall fail to pay when due any required payment of principal or interest on any of the Notes, the United States of America shall (in the case of interest, after the expiration of the 10-day grace period provided therein), upon the Administrator's receipt of written demand for payment by the holder of such Note, promptly (and, in any event, within 60 days after receipt of such demand) pay to the holder of such Note, in cash, the amounts required to be paid thereon in accordance with the terms of such Note and the Credit Agreement. The Administrator unconditionally waives any other rights he

may have to notice of default, presentment to and demand for payment, protest for non-payment or dishonor and all other notices which may be required by any state or Federal law.

3. Exercise of Powers under the Act. If at any time the moneys available to the Administrator or the Secretary are insufficient to make any payments required by this Agreement, and if the Act has been amended to authorize the issue of notes or obligations of the Secretary to the Secretary of the Treasury to provide funds for the purposes of Section 602 of the Act, then the Secretary (or the Administrator on his behalf) shall promptly issue such notes or obligations to the Secretary of the Treasury in an amount which, together with other funds, if any, which are then available to the Administrator or the Secretary under Section 602 of the Act, shall be sufficient to make all payments required by this Agreement.

4. Representations by Administrator. The Administrator represents and warrants that (a) this Agreement has been duly authorized, executed and delivered by the Administrator in accordance with the provisions of the Act and the delegation of authority by the Secretary thereunder, and is enforceable in accordance with its terms, and (b)

after giving effect to the issuance and guarantee of the Notes, the amount of securities, obligations and loans outstanding which are guaranteed pursuant to Section 602 of the Act will not exceed \$100,000,000.

5. Subrogation of United States. With respect to any payment by the Administrator pursuant to this Agreement, the Administrator shall be subrogated to the rights of holders of the Notes, without prejudice to any other rights the Administrator may have as Guarantor hereunder. The holders of the Notes will turn over to the Administrator any Notes fully paid by the Administrator, and any such Notes shall be deemed outstanding for purposes of section 1 of the Credit Agreement.

6. Amendments. The Administrator and Amtrak may amend or modify this Agreement only with the consent of the holders of two-thirds in aggregate principal amount of the Notes then outstanding; such consent shall not be unreasonably withheld.

7. Guaranty Fee. Within 10 days following receipt by the Bank of each interest payment made on the Notes, the Bank shall pay to the Administrator a guaranty fee calculated at the annual rate of $\frac{3}{8}$ of one percent of the principal amount of the Notes actually outstanding from time to time during the period since the initial closing or since the next preceding interest payment date, as the case may be.

8. Notices. Except as otherwise provided in section 2, all notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Administrator, Federal Railroad Administration of the Department of Transportation, 400 7th Street, S.W., Washington, D. C. 20591, or at such other address as the Administrator shall have furnished to Amtrak and the Bank in writing, or (b) if to Amtrak or the Bank, as set forth in section 8 of the Credit Agreement.

9. Miscellaneous. This Agreement embodies the entire agreement and understanding among the Administrator, Amtrak and the Bank and supersedes all prior agreements relating to the subject matter hereof. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. All the terms of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. The headings in this Agreement are for convenience of reference only and shall

not limit or otherwise affect any of the terms hereof.
This Agreement may be executed in any number of counter-
parts, each of which shall be an original, but all of
which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly
executed this Agreement as of the date set forth above.

FEDERAL RAILROAD ADMINISTRATOR

By John W. Ingram
Federal Railroad Administrator,
Guarantor

NATIONAL RAILROAD PASSENGER
CORPORATION

By W. J. Hughes President

THE FIRST NATIONAL BANK
OF CHICAGO

By Robert H. Blanchard
Vice President

Agreement Between the Department of Transportation and
The National Railroad Passenger Corporation as to Terms
and Conditions to a Loan Guaranty Dated November 17, 1971

This agreement is made this 17th day of November, 1971 by and between the Federal Railroad Administrator of the Department of Transportation of the United States of America (Administrator), and the National Railroad Passenger Corporation (Amtrak).

Section 602 of the Rail Passenger Service Act of 1970 ("Act") authorizes the Secretary of Transportation (Secretary) to guaranty, on such terms and conditions as he may prescribe, the timely payment of principal or interest on securities, obligations, or loans issued by Amtrak for the purposes of upgrading roadbeds, the purchase of new rolling stock, rehabilitation of existing rolling stock and for other corporate purposes.

Amtrak has applied to the Secretary, pursuant to section 602 of the Act for a guaranty of their notes in a principal amount not to exceed \$100 million, in addition to interest thereon. The Administrator, on this date, acting as the delegate of the Secretary is entering into a Guaranty Agreement with Amtrak.

The Administrator has established, and Amtrak hereby accepts, the following terms and conditions to the making of the guaranty:

(1) The proceeds of the notes will be used solely to finance the upgrading of roadbeds, the purchase of new rolling stock, rehabilitation of existing rolling stock and for other corporate purposes.

(2) Other revenues of Amtrak will be used to the fullest extent possible for financing the upgrading of roadbeds, the purchase

RECORDATION INC. Filed & Recorded

AUG 16 1972 1 00 P.M.

STATE COMMERCE COMMISSION

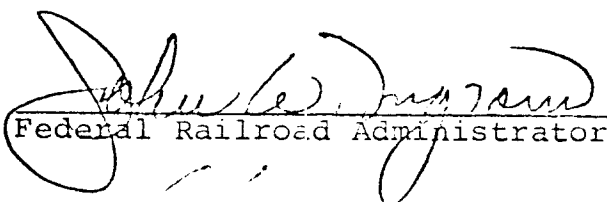
of new rolling stock, rehabilitation of existing rolling stock and for other corporate purposes.

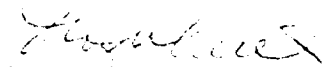
(3) Amtrak shall, beginning February 15, 1972, and 30 days after the last day of the month for each month thereafter, furnish the Administrator six copies of a monthly cash flow statement (source and application of funds) and a monthly income statement with such supporting documents as the Administrator may require.

(4) Amtrak shall, on February 15, 1972, and 30 days after each calendar quarter thereafter, furnish the Administrator six copies of a balance sheet accurately reflecting the financial condition of the company together with such supporting documents as the Administrator may require.

(5) In addition to the reports required by paragraphs (3) and (4), Amtrak shall, beginning February 15, 1972, and 30 days after the last day of the month for each month thereafter, submit a statement reflecting monthly payments arising from agreements entered into pursuant to section 402 of the Act, together with monthly operating revenues and expenses by carrier. Said statement shall identify the monthly amounts paid to each individual carrier.

(6) Amtrak shall conduct audits of any payments made to railroads for operating costs to determine that such costs were reasonable and necessary for the operations.


Federal Railroad Administrator


President, National Railroad
Passenger Corporation

APPENDIX C

Amtrak



November 16, 1971

COLLATERAL AGREEMENT

6690

Federal Railroad Administrator
Department of Transportation
400 Seventh Street, S. W.
Washington, D. C. 20590

RECORDATION NO. _____ Filed & Recorded

NOV 16 1972 1 20 P.M.

FEDERAL COMMERCE COMMISSION

Dear Sirs:

As an inducement to your entering contemporaneously into the Guaranty Agreement, dated November 16, 1971, among Federal Railroad Administrator, National Railroad Passenger Corporation ("Amtrak") and the First National Bank of Chicago (the "Guaranty Agreement"), Amtrak agrees with you (the "Administrator") as follows:

1. Security Interest in Initial Passenger Cars.

(a) Amtrak has purchased or contracted to purchase certain passenger cars from various individual sellers by separate contracts executed or to be executed in October, November or early December, 1971, with separate closings scheduled under each such contract. Such contracts are listed in Exhibit A hereto, and such contracts identify the passenger cars to be purchased thereunder. Amtrak will make complete and correct copies of such contracts available to the Administrator for inspection upon request of the Administrator.

(b) Promptly, and in any event within 60 days following each closing of the purchase of passenger cars under a contract listed in Exhibit A, Amtrak shall deliver to the Administrator all such documents as shall be necessary to convey to the Administrator a valid security interest (which may be in the form of a mortgage, pledge, equipment trust or otherwise) in the passenger cars purchased pursuant to such contracts. Such security interest shall secure any and all payments made by the Administrator to holders of Notes pursuant to the Guaranty Agreement. Amtrak will cooperate with the Administrator in any steps taken by the Administrator to obtain valid security interests and to record such documents in all such places as shall be required to perfect such security interest in the Administrator.

2. Right to Security Interest in Future Acquired Property.

(a) Amtrak shall notify the Administrator within 10 business days following any acquisition of property within one or more of the following categories:

- (i) rolling stock;
- (ii) land and buildings (including stations) having a cost to Amtrak of over \$100,000;
- (iii) other personal property or fixtures having a cost (per item) to Amtrak if over \$100,000.

Such notice shall describe the property so acquired and shall specify its location, cost, any financing arrangements with respect to the purchase thereof which involve an interest of a third party therein, and the extent of any equity of Amtrak in such property.

(b) Within 10 business days following the receipt of each notice received pursuant to Paragraph (a), the Administrator shall notify Amtrak if the Administrator desires to obtain a valid security interest in any such property to the extent of Amtrak's equity therein. If the Administrator so notifies Amtrak within such 10-day period, Amtrak shall deliver promptly to the Administrator all such documents as shall be necessary to convey to the Administrator a valid security interest (which may be in the form of a mortgage, pledge, equipment trust or otherwise) in the property so acquired. Such security interest shall secure any and all payments made by the Administrator to the holders of Notes pursuant to the Guaranty Agreement. Amtrak will cooperate with the Administrator in any steps taken by the Administrator to obtain valid security interests and to record such documents in all such places as shall be required to perfect such security interest in the Administrator.

3. Expenses.

All expenses incident to the performance of this Agreement shall be paid by the Administrator, other than salaries of Amtrak personnel and expenses (including telephone and duplicating expenses) incurred at the offices of Amtrak. Amtrak shall not incur any reimburseable expenses without the prior written approval of the Administrator (which may be a general approval covering expenses in particular categories).

4. Notices.

All notices and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or when mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the Administrator, in the manner this Agreement is addressed, or at such other address as the Administrator shall have furnished to Amtrak in writing, or (b) if to Amtrak, at the address specified in the letterhead hereof, Attention: President, or at such other address as Amtrak shall have furnished to the Administrator in writing.

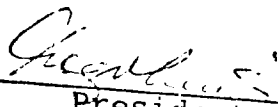
5. Release, Reconveyance and Termination.

Upon the full payment by Amtrak (not by the Administrator pursuant to the Guaranty Agreement) of all of the Notes guaranteed pursuant to the Guaranty Agreement, and upon the termination of any obligation of the Administrator to guarantee Notes pursuant to the Guaranty Agreement, the Administrator shall, by appropriate documents, release to Amtrak all security interests acquired by the Administrator pursuant to this Agreement and will reconvey to Amtrak all right, title and interest of the Administrator in and to any property which is subject to this Agreement, and this Agreement shall be deemed terminated in all respects.

If you are in agreement with the foregoing, please so indicate by signing the form of acceptance set forth below, whereupon this letter shall become a binding agreement between the Administrator and Amtrak.

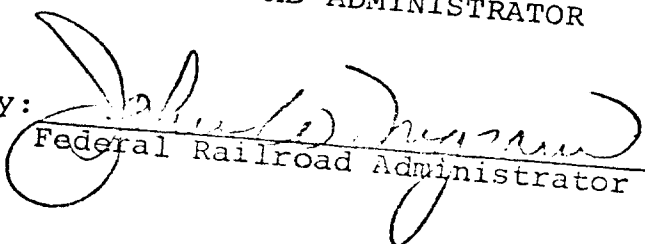
Very truly yours,

NATIONAL RAILROAD PASSENGER
CORPORATION

By: 
President

Accepted and agreed as of
the date set forth above.

FEDERAL RAILROAD ADMINISTRATOR

By: 
Federal Railroad Administrator

Amtrak Car Acquisition Program

<u>Seller</u>	<u>Agreement Execution Date</u>	<u>Passage of Title</u>	<u>No. of Cars</u>
Hamburg Industries	10/19/71	10/26/71	10
		10/27/71	4
		10/29/71	1
Richmond Fredericks- burg & Potomac Railroad	10/18/71	10/19/71	1
		10/20/71	1
		10/21/71	4
		10/22/71	1
		10/26/71	1
		10/27/71	2
		10/31/71	9
Louisville & Nashville Railroad	10/21/71	11/1/71	25
Norfolk & Western Railroad	10/20/71	11/1/71	16
Chesapeake & Ohio Railway	11/1/71	11/1/71	11
Baltimore & Ohio Railroad	11/1/71	11/1/71	6
Atchison, Topeka & Santa Fe	10/28/71	10/28/71	90
		10/29/71	22
		10/30/71	21
		10/31/71	15
		11/1/71	298
			446
Seaboard Coast Line Railroad	10/28/71	10/26/71	195
		10/27/71	32
		10/28/71	22
		10/29/71	9
		11/1/71	3

Agreements Not Yet Executed

<u>Seller</u>	<u>Agreement Execution Date</u>	<u>Passage of Title</u>	<u>No. of Cars</u>
Southern Pacific Company	11/15/71*	11/15/71*	80
Burlington Northern	11/22/71*	11/22/71*	200
Union Pacific Railroad	12/1/71*	12/1/71*	85

*Proposed

Leased Cars

Proposed lease purchase agreement with Union Pacific is to be executed as of December 1, 1971. Lease periods are as follows:

7 cars - 12/1/71 to 1/1/72
18 cars - 12/1/71 to 1/1/73
10 cars - 12/1/71 to 1/1/74

Option to purchase extends 30 days beyond end of lease period.

12 Metroliner cars are now leased from Budd Company under an agreement dated 10/23/71. Amtrak has the option to purchase within 30 days after end of Primary Lease period on January 15, 1974, or if lease renewed, at the end of any month thereafter for 10 years.

AMTRAK PASSENGER CARS

EXHIBIT D

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
1000	BN-Q 901	Bag. 86'	Budd 1940	BE
1001	" 902	" "	" "	"
1002	" 903	" 70'	" 1948	"
1003	" 904	" "	" "	"
1004	" 905	" "	" "	"
1005	" 906	" "	" "	"
1006	" 907	" "	" "	"
1007	" 908	" "	" 1947	"
1008	" 909	" "	" 1940	"
1009	" 910	" "	" "	"
1020	ATSF 3500	" "	" 1953	BEM
1021	" 3501	" "	" "	"
1022	" 3502	" "	" "	"
1023	" 3504	" "	" "	"
1024	" 3505	" "	" "	"
1025	" 3506	" "	" "	"
1026	" 3509	" "	" "	"
1027	" 3510	" "	" "	"
1028	" 3511	" "	" "	"
1029	" 3512	" "	" "	"
1030	" 3514	" "	" "	"
1031	" 3515	" "	" "	"
1032	" 3516	" "	" "	"
1033	" 3517	" "	" "	"
1034	" 3518	" "	" "	"
1035	" 3519	" "	" "	"
1036	" 3520	" "	" "	"
1037	" 3521	" "	" "	"
1038	" 3522	" "	" "	"
1039	" 3523	" "	" "	"
1040	" 3524	" "	" "	"
1041	" 3525	" "	" "	"
1042	" 3526	" "	" "	"
1043	" 3527	" "	" "	"
1044	" 3528	" "	" "	"
1045	" 3531	" "	" "	"
1046	" 3532	" "	" "	"
1047	" 3533	" "	" "	"
1048	" 3534	" "	" "	"
1049	" 3535	" "	" "	BE
1050	" 3536	" "	" "	"
1051	" 3537	" "	" "	"
1052	" 3538	" "	" "	"
1053	" 3539	" "	" "	"
1054	" 3540	" "	" 1957	"
1055	" 3541	" "	" "	"

6690

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RECORDED
 JUL 16 1972
 1 20 PM
 U.S. DEPT. OF COMMERCE

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
1056	ATSF	3542	Bag. 70'	Budd	1957	BE
1057	"	3543	" "	"	"	"
1058	"	3544	" "	"	"	"
1059	"	3545	" "	"	"	"
1060	"	3546	" "	"	"	"
1061	"	3547	" "	"	"	"
1062	"	3548	" "	"	"	"
1063	"	3549	" "	"	"	"
1064	"	3550	" "	"	"	"
1065	"	3551	" "	"	"	"
1066	"	3552	" "	"	"	"
1067	"	3553	" "	"	"	"
1068	"	3554	" "	"	"	"
1070	SCL	5000	" 85'	ACF	1950	"
1071	"	5002	" "	PS	1957	"
1080	ATSF	3939	" 70'	"	1964	"
1090	"	3990	" (End D)	"	1960	"
1091	"	3992	" "	"	"	"
1092	"	3993	" "	"	"	"
1093	"	3994	" "	"	"	"
1094	"	3995	" "	"	"	"
1095	"	3996	" "	"	"	"
1096	"	3997	" "	"	"	"
1097	"	3998	" "	"	"	"
1098	"	3999	" "	"	"	"
1100	"	3650	" (Lav. 70)	BUDD	1953	BEM
1101	"	3651	" "	"	"	"
1102	"	3652	" "	"	"	"
1103	"	3653	" "	"	"	"
1104	"	3654	" "	"	"	"
1105	"	3655	" "	"	"	"
1106	"	3656	" "	"	"	"
1107	"	3657	" "	"	"	"
1108	"	3658	" "	"	"	"
1109	"	3659	" "	"	"	"
1150	"	3660	" "	ACF	1955	"
1151	"	3662	" "	"	"	"
1152	"	3663	" "	"	"	"
1153	"	3664	" "	"	"	"
1154	"	3666	" "	"	"	"
1155	"	3667	" "	"	"	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
1156	ATSF 3668	Bag. (Lav.70)	ACF 1955	BEM
1157	" 3669	" "	" "	"
1158	" 3670	" "	" "	"
1159	" 3671	" "	" "	"
1160	" 3672	" "	" "	"
1161	" 3673	" "	" "	"
1162	" 3674	" "	" "	"
1163	" 3675	" "	" "	"
1164	" 3676	" "	" "	"
1165	" 3677	" "	" "	"
1166	" 3679	" "	" "	"
1167	" 3680	" "	" "	"
1168	" 3681	" "	" "	"
1169	" 3682	" "	" "	"
1170	" 3683	" "	" "	"
		(SE)		
1500	" 1380	Bag. Dorm.	BUDD 1937	CS
1501	" 1381	" "	" "	"
1502	" 1383	" "	" "	"
1503	" 1385	" "	" "	"
1504	" 3477	" "	PS 1947	BEM
1505	" 3478	" "	" "	"
1506	" 3479	" "	" "	"
1507	" 3480	" "	BUDD 1938	CA
1508	" 3481	" "	" "	"
1509	" 3482	" "	PS 1940	"
1510	SCL 5010 ex 101	" "	BUDD 1939	CSB
1511	" 5011 ex 6054	" "	" "	"
1512	" 5012 6055	" "	" "	"
1513	" 5013 6057	" "	" "	"
1514	" 5014 102	" "	" 1940	"
1515	" 5015 103	" "	" "	"
1516	" 5016 104	" "	" "	"
1517	" 5017 6056	" "	" "	"
1518	" 5018 105	" "	" 1946	"
1519	" 5019 106	" "	" "	"
1520	" 5020 107	" "	" "	"
1521	" 5021 6058	" "	" 1947	"
1522	" 5022 6050	" "	" "	"
1523	" 5023 6051	" "	" "	"
1524	" 5024 6052	" "	" "	"
1525	" 5025 6053	" "	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
1530	SP 3102	Bag. Dorm	BUDD 1950	CSB
1531	" 3103 (3104wreck)	" "	" "	"
1532	" 3105	" "	" "	"
1533	" 3106	" "	" "	"
1550	BN-GN 1200	" "	ACF 1950	"
1551	" 1201	" "	" "	"
1552	" 710 ex 1202	" "	" "	"
1553	" 1203	" "	" "	"
1554	" 1204	" "	" "	"
1555	" 1205	" "	" "	"
1560	RF&P 844	" "	" 1947	"
<u>Baggage- Dormitory-Coach</u>				
1590	SCL 5030 ex 6006	22p	BUDD 1939	CSP
1591	" 5031 ex 6004	18p	" 1940	"
1592	" 5032 ex 6005	18p	" "	"
<u>Baggage- Coach</u>				
1600	C&O 1402	28p	" 1948	CA
<u>Baggage- Counter-Lounge</u>				
1710	N&W 650	9p+23p	" 1950	CAD
<u>Baggage- Buffet-Lounge</u>				
1720	BN-Q 800	38p	" 1948	"
1721	" 801	38p	" "	"
<u>Baggage- Dormitory-Lounge</u>				
1750	B&O 1350	16p	P&S 1949	CSP
2010	SCL 6700	16SB-4DB	BUDD 1953	PS
2011	" 6701	" "	" "	"
2012	" 6702	" "	" "	"
2013	" 6703	" "	" "	"
2014	" 6704	" "	" "	"
2015	" 6705	" "	" "	"
2016	" 6706	" "	" "	"
2017	" 6707	" "	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
2260	UP	1501	11DB	P-S	1956	PS
2261	"	1502	"	"	"	"
2262	"	1503	"	"	"	"
2263	"	1504	"	"	"	"
2264	"	1505	"	"	"	"
2265	"	1506	"	"	"	"
2266	"	1507	"	"	"	"
2267	"	1508	"	"	"	"
2268	"	1509	"	"	"	"
2269	"	1510	"	"	"	"
2290	SP	9400	12DB	"	1950	"
2291	"	9401	"	"	"	"
2292	"	9402	"	"	"	"
2293	"	9403	"	"	"	"
2300	SCL	6200	7DB-2DR	ACF	1949	PDS
2301	"	6201	"	"	"	"
2302	"	6202	"	"	"	"
2303	"	6203	"	"	"	"
2304	"	6204	"	"	"	"
2305	"	6205	"	"	"	"
2310	SCL	6520	5DB-2DR	P-S	1955	PS
2311	"	6521	"	"	"	"
2312	"	6522	"	"	"	"
2350	ATSF	1813	4DB-4C-2DR	ACF	1950	"
2351	"	1821	" " "	"	"	"
2352	"	1822	" " "	"	"	"
2360	ATSF	1805	4DB-4C-2DR	P-S	1948	"
2361	"	1806	"	"	"	"
2362	"	1807	"	"	"	"
2363	"	1812	"	"	"	"
2364	"	1816	"	"	"	"
2365	"	1818	"	"	"	"
2366	"	1827	"	"	"	"
2367	"	1829	"	"	"	"
2368	"	1830	"	"	"	"
2369	"	1832	"	"	"	"
2370	"	1834	"	"	"	"
2371	"	1835	"	"	"	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
2380	SP	9118	4DB-4C-2DR	P-S	1950	PS
2381	"	9119	"	"	"	"
2382	"	9120	"	"	"	"
2500	ATSF	208	10RM-3DB2C	P-S	1947	"
2501	"	209	"	"	"	"
2502	"	213	"	"	"	"
2503	"	214	"	"	"	"
2504	"	215	"	"	"	"
2505	"	217	"	"	"	"
2506	"	219	"	"	"	"
2507	"	220	"	"	"	"
2508	"	223	"	"	"	"
2600	UP	1401	10RM-6DB	BUDD	1949	"
2601	"	1402	"	"	"	"
2602	"	1403	"	"	"	"
2603	"	1404	"	"	"	"
2604	"	1406	"	"	"	"
2605	"	1407	"	"	"	"
2606	"	1408	"	"	"	"
2607	"	1409	"	"	"	"
2608	"	1410	"	"	"	"
2609	"	1413	"	"	"	"
2610	"	1414	"	"	"	"
2611	"	1415	"	"	"	"
2612	"	1416	"	"	"	"
2613	"	1417	"	"	"	"
2614	"	1420	"	"	"	"
2615	"	1421	"	"	"	"
2616	"	1422	"	"	"	"
2617	"	1423	"	"	"	"
2618	"	1425	"	"	"	"
2619	"	1426	"	"	"	"
2620	"	1427	"	"	"	"
2621	"	1428	"	"	"	"
2622	"	1429	"	"	"	"
2623	"	1430	"	"	"	"
2624	"	1431	"	"	"	"
2625	"	1432	"	"	"	"
2626	"	1433	"	"	"	"
2627	"	1434	"	"	"	"
2628	"	1435	"	"	"	"
2629	"	1436	"	"	"	"
2630	"	1437	"	"	"	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
2631	UP	1438	10RM-6DB	BUDD	1949	PS
2632	"	1439	"	"	"	"
2633	"	1440	"	"	"	"
2634	"	1441	"	"	"	"
2635	"	1442	"	"	"	"
2636	"	1443	"	"	"	"
2637	"	1444	"	"	"	"
2638	"	1445	"	"	"	"
2639	"	1446	"	"	"	"
2640	"	1447	"	"	"	"
2641	"	1448	"	"	"	"
2642	"	1449	"	"	"	"
2650	BN	1412	10RM-6DB	BUDD	1948	PS
2651	Q	424	"	"	"	"
2652	"	425	"	"	"	"
2653	"	426	"	"	"	"
2654	"	427	"	"	"	"
2655	"	428	"	"	"	"
2656	"	429	"	"	1953	"
2657	"	430	"	"	"	"
2658	"	431	"	"	"	"
2659	"	432	"	"	"	"
2660	"	433	"	"	"	"
2661	"	434	"	"	"	"
2662	"	435	"	"	"	"
2663	"	436	"	"	"	"
2670	BN-Q	485	10RM-6DB	BUDD	1956	PS
2671	"	486	"	"	"	"
2672	"	487	"	"	"	"
2673	"	488	"	"	"	"
2674	"	489	"	"	"	"
2675	"	490	"	"	"	"
2676	"	491	"	"	"	"
2677	"	492	"	"	"	"
2678	"	493	"	"	"	"
2680	SP	9000	10RM-6DB	BUDD	1950	PS
2681	"	9001	"	"	"	"
2682	"	9002	"	"	"	"
2683	"	9003	"	"	"	"
2684	"	9004	"	"	"	"
2685	"	9005	"	"	"	"
2686	"	9006	"	"	"	"
2687	"	9008	"	"	"	"
	(9007 Wreck)					

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
	(9009 Wreck)			
2688	SP 9010	10RM-6DB	BUDD 1950	PS
2689	" 9011	"	" "	"
2690	" 9013	"	" "	"
2691	" 9014	"	" "	"
2692	" 9015	"	" "	"
2693	" 9016	"	" "	"
2694	" 9018	"	" "	"
2695	" 9019	"	" "	"
2696	" 9020	"	" "	"
2697	" 9021	"	" "	"
2698	" 9022	"	" "	"
2699	" 9023	"	" "	"
2700	SCL 6615	10RM-6DB	BUDD 1949	PS
2701	" 6616	"	" "	"
2702	" 6623	"	" "	"
2703	" 6624	"	" "	"
2704	" 6627	"	" "	"
2705	" 6628	"	" "	"
2710	ATSF 1617	10RM-6DB (se)	BUDD 1950	"
2711	" 1618	"	" "	"
2712	" 1621	"	" "	"
2713	" 1622	"	" "	"
2714	" 1624	"	" "	"
2715	" 1625	"	" "	"
2716	" 1626	"	" "	"
2717	" 1627	"	" "	"
2718	" 1628	"	" "	"
2719	" 1629	"	" "	"
2720	" 1630	"	" "	"
2721	" 1631	"	" "	"
2722	" 1633	"	" "	"
2723	" 1634	"	" "	"
2724	" 1635	"	" "	"
2725	" 1636	"	" "	"
2726	" 1637	"	" "	"
2727	" 1638	"	" "	"
2728	" 1639	"	" "	"
2729	" 1640	"	" "	"
2730	" 1641	"	" "	"
2731	" 1642	"	" "	"
2732	" 1643	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
2750	ATSF 1601	10RM-6DB(æ)	ACF 1951	PS
2751	" 1602	"	" "	"
2752	" 1603	"	" "	"
2753	" 1604	"	" "	"
2754	" 1605	"	" "	"
2755	" 1606	"	" "	"
2756	" 1607	"	" "	"
2757	" 1608	"	" "	"
2758	" 1609	"	" "	"
2759	" 1610	"	" "	"
2760	" 1611	"	" "	"
2761	" 1612	"	" "	"
2762	" 1613	"	" "	"
2770	SCL 6610	10RM-6DB	P-S 1940	PS
2771	" 6612	"	" "	"
2772	" 6613	"	" "	"
2773	" 6617	"	" "	"
2774	" 6622	"	" "	"
2775	" 6626	"	" "	"
2776	" 6629	"	" "	"
2777	" 6630	"	" "	"
2778	" 6635	"	" "	"
2779	" 6634	"	" "	"
2780	" 6635	"	" "	"
2781	" 6636	"	" "	"
2782	" 6637	"	" "	"
2783	" 6645	"	" "	"
2784	" 6651	"	" "	"
3200	PC 4411	6DB-Buflng	BUDD 1949	PS
3201	" 4412	" "	" "	"
3202	" 4413	" "	" "	"
3210	" 4433	" "	P-S 1945	PDS
3211	" 4434	" "	" "	"
3212	" 4435	" "	" "	"
✓ 3213	" 4436	" "	" "	"
✓ 3220	SCL 6600	6DB-Buflng	ACF 1949	PS
3221	" 6601	" "	" "	"
3222	" 6602	" "	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
3223	ACL	6603	6DB-Buflng	ACF	1949	PDS
3224	"	6604	" "	"	"	"
3225	"	6605	" "	"	"	"
3226	"	6606	" "	"	"	"
3227	"	6607	" "	"	"	"
3230	SCL	6500	5DB-Buflng	P-S	1955	PS
3231	"	6501	" "	"	"	"
3232	"	6502	" "	"	"	"
3250	B&O	7501	5DB-Din-Lng	P-S	1950	PS
3251	"	7502	" " "	"	"	"
3252	"	7503	" " "	"	"	"
3253	N&W	150	" " "	"	"	"
3254	"	151	" " "	"	"	"
3310	SP	2988	BarLng (39p)	BUDD	1950	PL
3311	"	2989	"	"	"	"
3312	"	2990	"	"	"	"
3313	"	2991	"	"	"	"
3314	"	2992	"	"	"	"
3330	SCL	5830 ex 251	36p+20p	BUDD	1939	PD
3331	"	5831 ex 252	"	"	1940	"
3332	"	5832 ex 253	"	"	"	"
3333	"	5833 ex 254	"	"	"	"
3334	"	5834 ex 255	"	BUDD	1947	"
3335	"	5835 256	"	"	"	"
3336	"	5836 257	"	"	"	"
3338	"	5850 6606	36p+20pOB	BUDD	1939	"
3339	"	5851 6607	"	"	"	"
3340	"	5840 6600	34p+24pOB	BUDD	1946	"
3341	"	5841 6601	" @	"	"	"
3342	"	5842 6602	" @	"	"	"
3343	"	5843 6603	"	"	"	"
3344	"	5844 6604	"	"	"	"
3345	"	5845 6605	" @	"	"	"
3350	ATSF	1347 (SE)	BarLng 50p	P-S	1947	PL
3351	"	1349 "	"	"	"	"
3360	C&O	1903	CtrLng 8+3	P-S	1950	DC
3380	ATSF	1372 (SE)	DormLng 27p	BUDD	1937	PL
3381	"	1378 "	"	P-S	1940	"
3382	"	1391 "	"	BUDD	1946	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
3390	ATSF 1339 (SE)	DormLng 28p	P-S 1950	PL
3391	" 1340 "	"	" "	"
3392	" 1341 "	"	" "	"
3393	" 1342 "	"	" "	"
3394	" 1343 "	"	" "	"
3395	" 1344 "	"	" "	"
<u>PARLOR-LOUNGE</u>				
3750	BN-NP 492	14CH+31p	P-S 1954	PS
3751	" 493	"	" "	"
3770	BN-GN 1195	17CH-1Dr12p	ACF 1950	PO
3771	" 1196	"	" "	"
3800	SCL 5800ex6500	30+24p OB	BUDD 1940	PO
3801	" 5811 6301	"	" "	"
3802	" 5812 6302	"	" "	"
3810	SCL 5810ex6300	30+30p	BUDD 1939	"
3811	" 5811 6301	"	" "	"
3812	" 5812 6302	"	" "	"
3820	ATSF 1398 (SE)	26+30p	BUDD 1938	PL
3821	" 1399 "	"	" "	"
3850	C&O 1610	26+ Diner	P-S 1950	DB
3851	" 1611	" "	" "	"
3900	SP 2220	48p	BUDD 1950	PB
3901	" 2221	"	" "	"
3902	" 2223	"	" "	"
3903	" 2224	"	" "	"
3910	L&N 3240	50p	BUDD 1953	PB
3911	" 3241	"	" "	"
3912	" 3245	"	" "	"
3920	BN-Q 340	44p	BUDD 1949	"
3921	" 341	"	" "	"
3925	C&O 1701	46p	P-S 1950	DB

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
4400	SCL 5100 ex 270	44p	Budd 1948	PB
4401	" 5101 271	"	" "	"
4402	" 5102 272	"	" "	"
4403	" 5103 273	"	" "	"
4404	" 104 274	"	" "	"
4405	" 5105 275	"	" "	"
4406	" 5106 6232	"	" "	"
4407	" 5107 6233	"	" "	"
4408	" 5108 6234	"	" "	"
4410	SP 2377	"	" 1950	"
4411	" 2378	"	" "	"
4412	" 2225	"	" "	"
4413	" 2226	"	" "	"
4414	" 2227	"	" "	"
4415	" 2228	"	" "	"
4416	" 2229	"	" "	"
4417	" 2230	"	" "	"
4418	" 2231	"	" "	"
4419	" 2232	"	" "	"
4420	" 2233	"	" "	"
4421	" 2234	"	" "	"
4422	" 2235	"	" "	"
4423	" 2236	"	" "	"
4424	" 2237	"	" "	"
4425	" 2362	"	" 1954	"
4426	" 2363	"	" "	"
4427	" 2364	"	" "	"
4428	" 2365	"	" "	"
4429	" 2366	"	" "	"
4430	" 2367	"	" "	"
4431	" 2368	"	" "	"
4432	" 2369	"	" "	"
4433	" 2370	"	" "	"
4434	" 2371	"	" "	"
4435	" 2372	"	" "	"
4436	" 2373	"	" "	"
4437	" 2374	"	" "	"
4438	" 2375	"	" "	"
4439	" 2376	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
4440	UP 5508	44p	BUDD 1961	PB
4441	" 5509	"	" "	"
4442	" 5510	"	" "	"
4444	" 5512	"	" "	"
4445	" 5513	"	" "	"
4446	" 5514	"	" "	"
4447	" 5515	"	" "	"
4448	" 5516	"	" "	"
4449	" 5517	"	" "	"
4450	" 5518	"	" "	"
4451	" 5519	"	" "	"
4453	" 5521	"	" "	"
4454	" 5522	"	" "	"
4455	" 5523	"	" "	"
4456	" 5524	"	" "	"
4457	" 5525	"	" "	"
4458	" 5526	"	" "	"
4459	" 5527	"	" "	"
4460	ATSF 2958 (SE)	"	" 1938	PB
4461	" 2959 "	"	" "	"
4462	" 2960 "	"	" 1941	"
4470	" 2861 (EM)	"	P-S 1947	"
4471	" 2867 "	"	" "	"
4472	" 2869 "	"	" "	"
4473	" 2873 "	"	" "	"
4474	" 2878 "	"	" "	"
4475	" 2880 "	"	" "	"
4476	" 2889 "	"	" "	"
4480	" 2862 (SE)	"	" "	"
4481	" 2863 "	"	" "	"
4482	" 2864 "	"	" "	"
4483	" 2865 "	"	" "	"
4484	" 2870 "	"	" "	"
4485	" 2872 "	"	" "	"
4486	" 2874 "	"	" "	"
4487	" 2875 "	"	" "	"
4488	" 2876 "	"	" "	"
4489	" 2877 "	"	" "	"
4490	" 2278 "	"	" "	"
4491	" 2881 "	"	" "	"
4492	" 2882 "	"	" "	"
4493	" 2883 "	"	" "	"
4494	" 2884 "	"	" "	"
4495	" 2886 "	"	" "	"
4496	" 2887 "	"	" "	"
4497	" 2888 "	"	" "	"
4498	" 2892 "	"	" "	"
4499	" 2893 "	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
4500	ATSF 2894	44p	P-S 1947	PB
4501	" 2895	"	" "	"
4502	" 2896	"	" "	"
4503	" 2897	"	" "	"
4504	" 2898	"	" "	"
4505	" 2899	"	" "	"
4506	" 2900	"	" "	"
4507	" 2901	"	" "	"
4508	" 2902	"	" "	"
4509	" 2903	"	" "	"
4510	" 2904	"	" "	"
4511	" 2905	"	" "	"
4512	" 2906	"	" "	"
4513	" 2907	"	" "	"
4514	" 2908	"	" "	"
4515	" 2909	"	" "	"
4516	" 2910	"	" "	"
4517	" 2911	"	" "	"
4518	" 2912	"	" "	"
4519	" 2913	"	" "	"
4520	" 2915	"	" "	"
4521	" 2916	"	" "	"
4522	" 2917	"	" "	"
4523	" 2919	"	" "	"
4524	" 2920	"	" "	"
4525	" 2921	"	" "	"
4526	" 2922	"	" "	"
4527	" 2923	"	" "	"
4528	" 2925	"	" "	"
4529	" 2926	"	" "	"
4530	" 2927	"	" "	"
4531	" 2928	"	" "	"
4532	" 2929	"	" "	"
4533	" 2930	"	" "	"
4534	" 2931	"	" "	"
4535	" 2932	"	" "	"
4536	" 2933	"	" "	"
4537	" 2934	"	" "	"
4538	" 2935	"	" "	"
4539	" 2936	"	" "	"
4540	" 2937	"	" "	"
4541	" 2938	"	" "	"
4542	" 2939	"	" "	"
4543	" 2940	"	" "	"
4544	" 2941	"	" "	"
4545	" 2942	"	" "	"
4546	" 2943	"	" "	"
4547	" 2944	"	" "	"
4548	" 2945	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
4550	BN-GN1008exUp5488	44p	SCL 1960	PB
4551	" 1009 5491	"	" "	"
4552	" 1010 5492	"	" "	"
4553	" 5479	"	ACF 1953	"
4554	" 5489	"	SCL 1960	"
4555	" 5490	"	" "	"
4556	" 5493	"	" "	"
4557	" 5494	"	" "	"
4558	" 5498	"	" "	"
4559	" 5499	"	" "	"
4560	" 5500	"	" "	"
4561	" 5501	"	" "	"
4562	" 5502	"	" "	"
4563	" 5503	"	" "	"
4564	" 5504	"	" "	"
4566	UP 5506	44p	SCL 1960	PB
4567	" 5507	"	" "	"
4568	" 5528	"	" "	"
4570	" 5530	"	" "	"
4571	" 5531	"	" "	"
4572	" 5532	"	" "	"
4573	" 5533	"	" "	"
4574	" 5534	"	" "	"
4575	" 5535	"	" "	"
4600	SCL 5110ex 221	46p	BUDD 1946	PB
4601	" 5111 222	"	" "	"
4602	" 5112 223	"	" "	"
4800	SCL 5120ex206	48p	BUDD 1939	PB
4801	" 5121 207	"	" "	"
4802	" 5122 6255	"	" "	"
4803	" 5123 6255	"	" "	"
4805	BN-Q 4742	"	" 1948	"
4806	" 4743	"	" "	"
4807	" 4744	"	" 1953	"
4810	ATSF 2816	"	" "	"
4811	" 2817	"	" "	"
4812	" 2818	"	" "	"
4813	" 2819	"	" "	"
4814	" 2820	"	" "	"
4815	" 2821	"	" "	"
4816	" 2822	"	" "	"
4817	" 2823	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
4818	ATSF 2824	48p	BUDD 1953	PB
4819	" 2826	"	" "	"
4820	" 2827	"	" "	"
4821	" 2829	"	" "	"
4822	" 2830	"	" "	"
4823	" 2831	"	" "	"
4824	" 2832	"	" "	"
4825	" 2833	"	" "	"
4826	" 2834	"	" "	"
4827	" 2835	"	" "	"
4828	" 2836	"	" "	"
4850	ATSF 2837 (SE)	Coach 48p	BUDD 1953	PB
4851	" 2828 "	" "	" "	"
4852	" 2840 "	" "	" "	"
4853	" 2841 "	" "	" "	"
4854	" 2842 "	" "	" "	"
4855	" 2843 "	" "	" "	"
4856	" 2844 "	" "	" "	"
4857	" 2845 "	" "	" "	"
4858	" 2846 "	" "	" "	"
4859	" 2847 "	" "	" "	"
4860	" 2848 "	" "	" "	"
4861	" 2849 "	" "	" "	"
4862	" 2850 "	" "	" "	"
4863	" 2851 "	" "	" "	"
4864	" 2852 "	" "	" "	"
4865	" 2853 "	" "	" "	"
4866	" 2854 "	" "	" "	"
4867	" 2855 "	" "	" "	"
4868	" 2856 "	" "	" "	"
4869	" 2857 "	" "	" "	"
4870	" 2858 "	" "	" "	"
4871	" 2859 "	" "	" "	"
4872	" 2860 "	" "	" "	"
4880	ATSF 2791	" "	P-S 1947	"
4881	" 2793	" "	" "	"
4882	" 2794	" "	" "	"
4883	" 2798	" "	" "	"
4884	" 2804	" "	" "	"
4885	" 2808	" "	" "	"
4886	" 2814	" "	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
4890	BN-NP 581 (SE)	Coach 48p	P-S 1956	PB
4891	" 582 "	" "	" "	"
4892	" 583 "	" "	" "	"
4893	" 584 "	" "	" "	"
5000	SCL 5130ex 6227	50p	BUDD 1948	PB
5001	" 5131 6228	"	" "	"
5002	" 5132 6229	"	" "	"
5003	" 5133 6230	"	" "	"
5004	" 5134 6231	"	" "	"
5010	BN-Q 4731	"	" 1953	"
5011	" 4732	"	" "	"
5012	" 5082	"	" "	"
5013	" 4734	"	" "	"
5014	" 4737	"	" 1956	"
5015	" 5085	"	" "	"
5016	" 4739	"	" "	"
5017	" 4740	"	" "	"
5018	" 4741	"	" "	"
5200	SCL 5200ex 6215	52p	BUDD 1947	"
5201	" 5201 6216	"	" "	"
5202	" 5202 6217	"	" "	"
5203	" 5203 6218	"	" "	"
5204	" 5204 6219	"	" "	"
5205	" 5205 6220	"	" "	"
5206	" 5206 6221	"	" "	"
5207	" 5207 6222	"	" "	"
5208	" 5208 6223	"	" "	"
5209	" 5209 6224	"	" "	"
5210	" 5210 6225	"	" "	"
5211	" 5211 6226	"	" "	"
5212	" 5212 6265	"	" 1949	"
5213	" 3250 --	"	" "	"
5214	" 3251 --	"	" "	"
5215	RF&P 850	52p	BUDD 1946	"
5216	" 851	"	" "	"
5217	" 853	"	" "	"
5218	" 854	"	" "	"
5219	" 855	"	" "	"
5220	" 856	"	" "	"
5221	" 857	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
5225	ATSF 3138	52p (SE)	BUDD 1941	PB
5226	" 3139	" "	" "	"
5227	" 3140	" "	" "	"
5228	" 3141	" "	" "	"
5229	" 3143	" "	" "	"
5230	" 3153	" "	" "	"
5231	" 3159	" "	" "	"
5232	" 3160	" "	" "	"
5233	" 3161	" "	" "	"
5234	" 3162	" "	" "	"
5235	" 3163	" "	" "	"
5236	" 3166	" "	" "	"
5244	N&W 1704	52p	P-S 1950	PB
5245	" 1705	"	" "	"
5246	" 1706	"	" "	"
5247	" 1707	"	" "	"
5248	" 1708	"	" "	"
5249	" 1709	"	" "	"
5250	SCL 5250 ex 260	"	" "	"
5251	" 5251 261	"	" "	"
5252	" 5252 262	"	" "	"
5253	" 5253 263	"	" "	"
5254	" 5254 6242	"	" "	"
5255	" 5255 6243	"	" "	"
5256	" 5256 6244	"	" "	"
5258	" 5258 6246	"	" "	"
5259	" 5259 6247	"	" "	"
5260	" 5260 6248	"	" "	"
5261	" 5261 6249	"	" "	"
5262	" 5262 6250	"	" "	"
5263	" 6263 6251	"	" "	"
5264	" 5264 6270	"	" 1949	"
5265	SCL 5265ex 6235	52+10p Lng.	P-S 1955	PB
5266	" 5266 6236	"	" "	"
5267	" 5267 6237	"	" "	"
5268	" 5268 6238	"	" "	"
5269	" 5269 6239	"	" "	"
5270	" 5270 6240	"	" "	"
5271	" 5271 6241	"	" "	"
5272	RF&P 861	"	" "	"
5273	" 862	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
5400	SCL 5400 ex 208	54p	BUDD 1940	PB
5401	" 5401 209	"	" "	"
5402	" 5402 210	"	" "	"
5403	" 5403 211	"	" "	"
5404	" 5404 212	"	" "	"
5405	" 5405 213	"	" "	"
5406	" 5406 214	"	" "	"
5407	" 5407 215	"	" "	"
5408	" 5408 216	"	" 1946	"
5409	" 5409 217	"	" "	"
5410	" 5410 218	"	" "	"
5411	" 5411 219	"	" "	"
5412	" 5412 220	"	" "	"
5413	" 5413 224	"	" "	"
5414	" 5414 225	"	" "	"
5415	" 5415 226	"	" "	"
5416	" 5416 227	"	" "	"
5417	" 5417 6262	"	" "	"
5420	RF&P 801	54p	BUDD 1946	"
5421	" 802	"	" "	"
5422	" 803	"	" "	"
5423	" 804	"	" "	"
5424	" 805	"	" "	"
5425	" 806	"	" "	"
5440	RF&P 810	"	P-S 1949	"
5441	" 811	"	" "	"
5442	" 812	"	" "	"
5450	SCL 5450 ex 228	54p	P-S 1949	PB
5451	" 5451 229	"	" "	"
5452	" 5452 230	"	" "	"
5453	" 5453 231	"	" "	"
5454	" 5454 232	"	" "	"
5455	" 5455 233	"	" "	"
5456	" 5456 234	"	" "	"
5457	" 5457 235	"	" "	"
5458	" 5458 236	"	" "	"
5459	" 5459 237	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
5460	SCL 5460 ex 238	54p	P-S 1949	PB
5461	" 5461 239	"	" "	"
5462	" 5462 240	"	" "	"
5463	" 5463 241	"	" "	"
5464	" 5464 242	"	" "	"
5465	" 5465 243	"	" "	"
5466	" 5466 244	"	" "	"
5467	" 5467 245	"	" "	"
5468	" 5468 246	"	" "	"
5469	" 5469 247	"	" "	"
5470	" 5470 6266	"	" "	"
5471	" 5471 6267	"	" "	"
5472	" 5472 6268	"	" "	"
5473	" 5473 6269	"	" "	"
5474	" 5474 6271	"	" 1954	"
5475	" 5475 6272	"	" "	"
5476	" 5476 6273	"	" "	"
5477	" 5477 6274	"	" "	"
5478	" 5478 248	"	" "	"
5479	" 5479 249	"	" "	"
5480	" 5480 250	"	" "	"
5600	SCL 5600ex 200	56p	BUDD 1939	PB
5601	" 5601 201	"	" "	"
5602	" 5602 203	"	" "	"
5603	" 5603 204	"	" "	"
5604	" 5604 6200	"	" "	"
5605	" 5605 6201	"	" "	"
5606	" 5606 6202	"	" "	"
5607	" 5607 6203	"	" "	"
5608	" 5608 6204	"	" "	"
5609	" 5609 6205	"	" "	"
5610	" 5610 6206	"	" "	"
5611	" 5611 6207	"	" "	"
5612	" 5612 6253	"	" "	"
5613	" 5613 6254	"	" "	"
5614	" 5614 6256	"	" "	"
5615	" 5615 6257	"	" "	"
5616	" 5616 6208	"	" 1940	"
5617	" 5617 6209	"	" "	"
5618	" 5618 6210	"	" "	"
5619	" 5619 6211	"	" "	"
5620	" 5620 6212	"	" "	"
5621	" 5621 6213	"	" "	"
5622	" 5622 6214	"	" "	"
5623	" 5623 6258	"	" 1946	"
5624	" 5624 6259	"	" "	"
5625	" 5625 6260	"	" "	"
5626	" 5626 6261	"	" "	"
5627	" 5627 6263	"	" "	"
5628	" 5628 6264	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
5690	BN-NP 586	56p	P-S 1954	PB
5691	" 587	"	" "	"
5800	L&N 3239	58p	BUDD 1953	"
5801	" 3242	"	" "	"
5802	" 3243	"	" "	"
5803	" 3244	"	" "	"
5804	" 3252	"	" "	"
6050	L&N 3254	60p	ACF 1955	PB
6051	" 3255	"	" "	"
6052	" 3256	"	" "	"
6053	" 3257	"	" "	"
6054	" 3258	"	" "	"
6055	" 3259	"	" "	"
6056	" 3260	"	" "	"
6057	" 3261	"	" "	"
6058	" 3262	"	" "	"
6059	" 3263	"	" "	"
6060	" 3264	"	" "	"
6100	BN-SP 309	61p	P-S 1955	BE
6450	BN-NP 528	64p	P-S 1955	PB
6451	" 6402	"	" "	"
6452	" 530	"	" "	"
6453	" 531	"	" "	"
6454	" 532	"	" "	"
6800	BN 6800exGN1147	68p	ACF 1950	PB
6801	BN-GN 1300	"	P-S 1947	"
6802	" 1301	"	" "	"
6803	" 1302	"	" "	"
6804	" 1303	"	" "	"
6805	" 1304	"	" "	"
6810	N&W 502	"	" 1949	"
7200	BN-NP 527	72p	P-S 1953	PB

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
8000	SCL 5900ex 6100	43p	BUDD 1939	DA
8001	" 5901 6101	"	" "	"
8002	" 5902 6102	"	" "	"
8003	" 5903 6103	"	" "	"
8004	" 5904 6115	"	" "	"
8005	" 5905 --	"	" 1940	"
8006	" 5906 --	"	" "	"
8007	" 5907 --	"	" "	"
8008	" 5908 --	"	" "	"
8009	" 5909 6104	"	" "	"
8010	" 5910 6105	"	" "	"
8011	" 5911 6106	"	" 1946	"
8012	" 5912 6107	"	" "	"
8013	" 5913 6108	"	" "	"
8014	" 5914 6109	"	" "	"
8015	" 5915 6110	"	" "	"
8016	" 5916 6111	"	" "	"
8017	" 5917 6112	"	" "	"
8018	" 5918 6113	"	" "	"
8019	" 5919 6114	"	" "	"
8020	" 5920 6116	"	" 1947	"
8021	" 5921 6117	"	" "	"
8022	" 5922 6118	"	" "	"
8023	" 5923 --	"	" "	"
8024	" 5925 --	"	" "	"
8025	L&N 2790	"	" 1949	DP
8030	ATSF 1477 (SE)	36p	BUDD 1937	DA
8031	" 1479 "	"	" "	"
8032	" 1480 "	"	" "	"
8033	" 1481 "	"	" "	"
8034	" 1483 "	"	" "	"
8035	" 1486 "	"	" "	"
8036	" 1491 "	"	" 1942	"
8037	" 1492 "	"	" "	"
8038	" 1493 "	"	" "	"
8039	" 1494 "	"	" "	"
8040	" 1495 "	"	" "	"
8041	" 1496 "	"	" "	"
8042	" 1497 "	"	" "	"
8043	" 1498 "	"	" "	"
8045	BN-Q 458	40p	BUDD 1958	PS
8046	" 460	"	" "	"
8047	" 461	"	" "	"
8048	" 1296	"	" "	"
8049	" 463	"	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
8050	BN-Q	193	48p	BUDD	1950	DA
8051	"	194	"	"	"	"
8052	"	195	"	"	"	"
8053	"	198	"	"	1952	"
8054	"	201	"	"	1956	"
8055	"	202	"	"	"	"
8060	SP	10210	"	"	1950	DA
8061	"	10211	"	"	"	"
8062	"	10212	"	"	"	"
8063	"	10213	"	"	"	"
8064	"	10215	"	"	"	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
8070	ATSF 601 (SE)	Diner 36p	P-S 1950	DA
8071	" 602 "	" "	" "	"
8072	" 603 "	" "	" "	"
8073	" 604 "	" "	" "	"
8074	" 605 "	" "	" "	"
8075	" 606 "	" "	" "	"
8080	SCL 5950	" "	" "	"
8081	" 5951	" "	" "	"
8082	" 5952	" "	" "	"
8083	" 5953	" "	" "	"
8084	" 5954	" "	" "	"
8085	" 5955	" "	" "	"
8086	" 5956	" "	" "	"
8087	" 5957	" "	" "	"
8088	" 5958	" "	" "	"
8089	" 5959 6119	" "	" "	"
8080	" 5960 6120	" "	" "	"
8091	" 5961	" "	" 1957	"
8099	N&W 493	" "	" 1949	DA
8100	ATSF 1551 (SE)	Diner/Cntr	Budd 1948	"
8101	" 1556 "	(24p) (14p)	" "	"
8102	" 1557 "	" "	" "	"
8103	" 1558 "	" "	" "	"
8104	" 1559 "	" "	" "	"
8105	" 1560 "	" "	" "	"
8106	" 1562 "	" "	" "	"
8107	" 1564 "	" "	" "	"
8110	ATSF 1569 (SE)	Din/Ctr/Drm	P-S 1950	DD
8111	" 1570 "	(8p) (13p)	" "	"
8112	" 1571 "	" "	" "	"
8113	" 1572 "	" "	" "	"
8114	" 1573 "	" "	" "	"
8115	" 1574 "	" "	" "	"
8116	" 1575 "	" "	" "	"
8117	" 1576 "	" "	" "	"
8118	" 1577 "	" "	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
8200	C&O	1923	Diner/Dorm	P-S	1951	DD
8201	"	1924	(28p) (3DB)	"	"	"
8202	"	1925	" "	"	"	"
8300	C&O	1920	Diner/Lng	Budd	1948	DCL
8301	"	1921	(32p) (10p)	"	"	"
8302	"	1922	" "	"	"	"
8310	N&W	1051	Diner/Lng	Budd	1950	DA
			(40p) (12p)			
8320	SP	10407	Diner/Lng	Budd	1950	"
8321	"	10408	" "	"	"	"
8322	"	10409	" "	"	"	"
8323	"	10410	" "	"	"	"
8324	"	10411	" "	"	"	"
8350	BN-NP	494	Cntr/Lng	P-S	1947	DCL
8551	"	495	(14p) (30p)	"	"	"
8352	"	496	" "	"	"	"
8353	"	497	" "	"	"	"
8354	"	498	" "	"	"	"
8355	Q	499	" "	"	"	"
8380	L&N	2800	Cntr/Lng	P-S	1947	DCL
8381	"	2801	(14p) (26p)	"	"	"
8382	"	2802	(9p) (34p)	Budd	1948	DEL
8400	BN-GN	1145	Diner-Coach	ACF	1950	DB
8401	"	1146	(24p) (28p)	"	"	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
9200	SCL	6800	5RM-3DB	Budd	1948	PS
9201	"	6801	" "	"	"	"
9202	"	6802	" "	"	"	"
9210	BN-Q	305	8RM-4DB	"	1954	PS
9211	"	306	" "	"	"	"
9212	NP	309	" "	"	"	"
9213	"	310	" "	"	"	"
9214	"	313	" "	"	"	"
9220	BN-NP	375	6RM-4DB/Lng	"	"	PDS
9221	"	376	" " "	"	"	"
9222	"	377	" " "	"	"	"
9223	"	378	" " "	"	"	"
9224	"	379	" " "	"	1957	"
9225	Q	380	" " "	"	1954	DL
9250	BN-Q	375	4DB-Buf-Obs	"	1948	DL
9251	"	376	" " "	"	"	"
9252	"	377	" " "	"	"	"
9253	"	378	" " "	"	1952	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
9300	BN-Q	360	22CH-1DR-OB	BUDD	1947	PO
9301	"	361	"	"	"	"
9310	N&W	1601	23CH-1DR-OB	BUDD	1950	PO
9320	BN-Q	365	23CH-1DR-OB	BUDD	1953	PO
9321	"	366	"	"	"	"
9330	BN-Q	235	11CH-1DRLng	BUDD	1956	"
9331	"	236	"	"	"	"
9350	ATSF	500	57p	P-S	1950	PL
9351	"	501	"	"	"	"
9352	"	502	"	"	"	"
9353	"	503	"	"	"	"
9354	"	504	"	"	"	"
9355	"	505	"	"	"	"
9360	BN-GN	1390	111p	BUDD	1955	PL
9361	"	1391	"	"	"	"
9362	"	1392	"	"	"	"
9363	"	1393	"	"	"	"
9364	"	1394	"	"	"	"
9365	"	1395	"	"	"	"
9500	BN-Q	4723	50p	BUDD	1948	PB
9501	"	4724	"	"	"	"
9540	BN-Q	4725	54p	BUDD	1948	"
9541	"	4726	"	"	"	"
9542	"	4727	"	"	"	"
9543	"	4728	"	"	"	"
9544	"	5484	"	"	"	"
9545	"	4730	"	"	"	"
9560	N&W	1610	56p	BUDD	1950	PB
9561	"	1611	"	"	"	"
9562	"	1612	"	"	"	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
9800	BN-Q 320	CofShopCoa	BUDD 1952	PB
9801	" 321	(23p) (24p)	" "	"
9810	BN-Q 250	CofShop Dorn	BUDD 1948	
9811	" 251	(26p) "	" "	
9812	" 252	" "	" "	
9813	" 253	" "	" "	
9814	" 254	" "	" "	

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number	Type/Capy.	Builder and Date	AAR Mech. Desig.
9900	ATSF 526	67p (stepdn)	Budd 1954	PB
9901	" 527	" "	" "	"
9902	" 528	68p "	" 1956	"
9903	" 529	" "	" "	"
9904	" 530	" "	" "	"
9905	" 531	" "	" "	"
9906	" 532	" "	" "	"
9907	" 533	" "	" "	"
9908	" 534	" "	" "	"
9909	" 535	" "	" "	"
9910	" 536	" "	" "	"
9911	" 537	" "	" "	"
9912	" 538	" "	" 1964	"
9913	" 539	" "	" "	"
9914	" 540	" "	" "	"
9915	" 541	" "	" "	"
9916	" 542	" "	" "	"
9917	" 543	" "	" "	"
9918	" 544	" "	" "	"
9919	" 545	" "	" "	"
9920	" 546	" "	" "	"
9921	" 547	" "	" "	"
9922	" 548	" "	" "	"
9923	" 549	" "	" "	"
9925	ATSF 725	72p (conv)	Budd 1964	PB
9926	" 726	" "	" "	"
9927	" 727	" "	" "	"
9928	" 728	" "	" "	"
9929	" 729	" "	" "	"
9930	" 730	" "	" "	"
9931	" 731	" "	" "	"
9932	" 732	" "	" "	"
9933	" 733	" "	" "	"
9934	" 734	" "	" "	"
9935	" 735	" "	" "	"
9936	" 736	" "	" "	"

AMTRAK PASSENGER CARS

AMTRAK Car Number	Former Railroad Number		Type/Capy.	Builder and Date		AAR Mech. Desig.
9940	ATSF	700	72p Coach	Budd	1956	PB
9941	"	701	" "	"	"	"
9942	"	702	" "	"	"	"
9943	"	703	" "	"	"	"
9944	"	704	" "	"	"	"
9945	"	705	" "	"	"	"
9946	"	706	" "	"	"	"
9947	"	707	" "	"	"	"
9948	"	708	" "	"	"	"
9949	"	709	" "	"	"	"
9950	"	710	" "	"	"	"
9951	"	711	" "	"	"	"
9952	"	712	" "	"	"	"
9953	"	713	" "	"	"	"
9954	"	714	" "	"	"	"
9955	"	715	" "	"	"	"
9956	"	716	" "	"	"	"
9957	"	717	" "	"	"	"
9958	"	718	" "	"	"	"
9959	"	719	" "	"	"	"
9960	"	720	" "	"	"	"
9961	"	721	" "	"	"	"
9962	"	722	" "	"	"	"
9963	"	723	" "	"	"	"
9964	"	724	" "	"	"	"
9970	"	575	85p Lounge	Budd	1956	PL
9971	"	576	" "	"	"	"
9972	"	577	" "	"	"	"
9973	"	578	" "	"	"	"
9974	"	579	" "	"	"	"
9975	"	580	" "	"	"	"
9980	"	650	86p Diner	Budd	1956	DA
9981	"	651	" "	"	"	"
9982	"	652	" "	"	"	"
9983	"	653	" "	"	"	"
9984	"	654	" "	"	"	"
9985	"	655	" "	"	"	"

AMTRAK SELF PROPELLED EQUIPMENT

<u>Amtrak No.</u>	<u>Former Railroad No.</u>	<u>Type</u>
30	NP-B-30	RDC-2
31	NP-B-31	RDC-2
32	NP-B-32	RDC-2
33	GN 2350	RDC-2
40	NP-B-40	RDC-3
41	NP-B-41	RDC-3
42	NP-B-42	RDC-3

AMTRAK LOCOMOTIVES

<u>AMTRAK NUMBER</u>	<u>FORMER RAILROAD NUMBER</u>		<u>CLASS</u>
200	B&O	1439	E8A
201	"	1443	"
202	"	1446	"
203	"	1447	"
204	"	1448	"
205	"	1449	"
206	"	1450	"
207	"	1451	"
208	"	1452	"
209	"	1453	"
210	"	1463	"
211	"	1467	"
212	C&O	1471	"
213	RF&P	1001	"
214	"	1005	"
215	"	1006	"
216	"	1007	"
217	"	1008	"
218	"	1010	"
219	"	1011	"
220	"	1012	"
221	"	1013	"
222	"	1014	"
223	"	1015	"
224	L&N	794	"

AMTRAK LOCOMOTIVES

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<u>AMTRAK NUMBER</u>	<u>FORMER RAILROAD NUMBER</u>		<u>CLASS</u>
225	L&N	795	E8A
226	"	787	"
227	"	788	"
230	SCL	524	"
231	"	532	"
232	"	574	"
233	"	575	"
234	"	576	"
235	"	577	"
236	"	578	"
237	"	579	"
238	"	580	"
239	"	581	"
240	"	582	"
241	"	583	"
242	"	584	"
243	"	585	"
244	"	586	"
245	"	587	"
246	"	589	"
247	"	590	"
248	"	591	"
249	"	592	"
250	"	593	"
251	"	594	"
252	"	595	"
253	"	596	"

AMTRAK LOCOMOTIVES

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<u>AMTRAK NUMBER</u>	<u>FORMER RAILROAD NUMBER</u>		<u>CLASS</u>
254	SCL	598	E8A
325	UP	926A	"
326	"	929A	"
328	"	932A	"
329	"	933A	"
330	"	938A	"
370	"	927B	E8B
372	"	940B	"
374	"	948B	"
400	B&O	1454	E9A
401	"	1455	"
402	"	1456	"
403	"	1457	"
405	CMSP&P	30A	"
406	"	30C	"
407	"	31A	"
408	"	31C	"
409	"	35A	"
410	"	35C	"
411	UP	904A	"
413	"	908A	"
415	"	910A	"
416	"	911A	"
417	"	912A	"
418	"	913A	"

AMTRAK LOCOMOTIVES

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<u>AMTRAK NUMBER</u>	<u>FORMER RAILROAD NUMBER</u>		<u>CLASS</u>
419	UP	914A	E9A
421	"	944A	"
422	"	945A	"
423	"	946A	"
424	"	947A	"
425	"	948A	"
426	"	952A	"
429	"	956 A	"
430	"	957A	"
431	"	958A	"
432	"	959A	"
433	"	961A	"
450	CMSP&P	32B	E9B
451	"	34B	"
452	"	35B	"
453	UP	911B	"
454	"	912B	"
455	"	951B	"
457	"	954B	"
458	"	956B	"
459	"	957B	"
460	"	958B	"
461	"	959B	"
462	"	961B	"
464	"	964B	"
465	"	965B	"

AMTRAK LOCOMOTIVES

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<u>AMTRAK NUMBER</u>	<u>FORMER RAILROAD NUMBER</u>	<u>CLASS</u>
466	UP 966B	E9B
467	" 967B	"
468	" 970B	"